

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
SCOUT MEDIA, INC., <u>et al.</u> , ¹)	
)	Case No. 16-13369-MEW
Debtors.)	
)	Jointly Administered
)	
)	

**ORDER GRANTING FIRST OMNIBUS MOTION PURSUANT TO 11 U.S.C.
§§ 105(a) AND 365(a) TO REJECT EXECUTORY CONTRACTS AND
UNEXPIRED LEASES *NUNC PRO TUNC* TO THE REJECTION DATE**

This Court having considered the Motion of Scout Media, Inc. and certain of its affiliates, as debtors and debtors in possession (the “Debtors”), pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, for entry of an order approving the rejection for certain executory contracts and unexpired leases at set forth on Exhibits 1 and 2 attached hereto nunc pro tunc to the Rejection Date, all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given as provided in the Motion; and such notice having been adequate and appropriate under the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number are: Scout Media Holdings, Inc. (1936), Scout Media, Inc. (1438), FTFS Acquisition, LLC (7230), and Scout.com, LLC (3269). The location of the Debtors’ headquarters and the Debtors’ service address is 122 West 26th Street, Fifth Floor, New York, NY 10036.

circumstances; and it appearing that no other or further notice need be provided; and the court having held a hearing to consider the relief requested in the Motion (the “Hearing”); and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their respective estates and creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. Each executory contract and/or unexpired lease identified on Exhibits 1 and 2 (collectively, the “Agreements”) is hereby rejected, effective as of the Rejection Date as set forth on Exhibits 1 and 2, pursuant to sections 105(a) and 365(a) of the Bankruptcy Code.
3. This Order shall be deemed to be a separate order with respect to each Agreement covered hereby.
4. Nothing herein shall constitute a determination that the Contracts constitute executory contracts and/or unexpired leases under section 365 of the Bankruptcy Code.
5. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this order.

6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: February __, 2017
New York, New York

Hon. Michael E. Wiles
United States Bankruptcy Judge

Exhibit 1

The Contracts

	DESCRIPTION OF DESIGNATED CONTRACT	COUNTERPARTY TO DESIGNATED CONTRACT	ADDRESS OF COUNTERPARTY TO DESIGNATED CONTRACT	REJECTION DATE
1.	Employment Contract Dated May 30, 2016	Aamir Shibli	629 Grand Street Apt. 2 Brooklyn, NY 11211	February 13, 2017
2.	Employee Offer Letter	Andrea Granucci	40 E. Birch Street 2 C Mount Vernon, NY 10552	February 13, 2017
3.	Employee Offer Letter	Barry McBride	7347 Taft St. Mentor, OH 44060	February 13, 2017
4.	Employee Offer Letter	Benjamin Beachler	12 Avanzare Irvine, CA 92606	February 13, 2017
5.	Publisher Contract (Virginia Tech)	Benjamin Standig	6633 Fairfax Road Chevy Chase, MD 28015	February 13, 2017
6.	Employee Offer Letter	Brian Simmons	181 Treadstone Lane Dallas, GA 30132	February 13, 2017
7.	Publisher Contract	Carl Bailey	1208 Waterford Way Allen, TX 75013	February 13, 2017
8.	Employee Offer Letter	Casey Cosgrove	645 Loma Drive Hermosa Beach, CA 90254	February 13, 2017
9.	Employment Contract Dated May 30, 2016	Cheryl Aarsvold	3844 Vincent Avenue S Minneapolis, MN 55410	February 13, 2017
10.	Vendor Agreement	Christopher Scales	3165 29 th Street, Apt. A8 Astoria, NY 11106	February 13, 2017
11.	Employment Contract Dated May 30, 2016	Craig Amazeen	235 W 48 th St #40H New York, NY 10036	February 13, 2017
12.	Employee Offer Letter	David Katch	63 W 90 th Street Garden Apt. New York, NY 10024	February 13, 2017
13.	Vendor Agreement	Dynamic Logic	c/o Kantar Finance Services 3333 Warrenville Rd., Suite 400 Lisle, IL 60532	February 13, 2017

14.	Publisher Contract	E-Nova Solutions, LLC	1616 Shepard Dr. Maple Glen, PA 19002	February 13, 2017
15.	Hosting Contract	Facebook, Inc.	Attn: Accounts Receivable 15161 Collections Center Dr. Chicago, IL 60693 Lewis & Llewellyn, LLP Attn: Marc R. Lewis, Paul T. Llewellyn, Denis Schmidt 505 Montgomery Street, Suite 1300 San Francisco, CA 94111 Attn: Mark Zuckerberg 1601 Willow Road Menlo Park, CA 94025 c/o Corporation Service Company 2711 Centerville Rd. Suite 400 Wilmington, DE 19808	February 13, 2017
16.	Vendor Agreement	Franklin Pictures, LLC	3385 Lanatta Street, Suite A Sacramento, CA 95819 c/o Franklin R. Prevatt 4729 Donnie Lyn Way Carmichael, CA 95608	February 13, 2017
17.	Vendor Agreement	Fueled	568 Broadway, 11 th Floor New York, NY 10012 c/o National Registered Agents, Inc. 160 Greentree Dr. Dover, DE 19904	February 13, 2017
18.	Publisher Contract	Full Time Fantasy Sports	10892 Maiden Lane Bainbridge Island, WA 98110 Attn: Ian Ritchie, Founder/CEO 8905 W. Post Lane Suite 100 Las Vegas, NV 89148 Ian Ritchie c/o Fulltime Fantasy Sports, LLC	February 13, 2017

			<p>848 Rainbow Blvd. Las Vegas, NV 89107</p> <p>Wollmuth Maher Deutsche LLP Attn: James N. Lawlor and John D. Gaimpolo 500 Fifth Avenue, 12th Floor New York, NY 10110</p> <p>Ryan Swanson & Cleveland 1201 Third Avenue, Suite 3400 Seattle, WA 98101</p> <p>Myer Law PLLC Attn: John A. Myer 2101 Fourth Avenue Seattle, WA 98121-2315</p>	
19.	Employee Offer Letter	Gayne Young	209 W. Mulberry Fredericksburg, TX 78624	February 13, 2017
20.	Employee Offer Letter	Holly Hallquist	9456 Columbus Ave S Bloomington, MN 55420	February 13, 2017
21.	Marketing Contract	Hootsuite	Attn: David Accazar 5 East 8 th Ave. Vancouver, BC V5T 1R6 Canada	February 13, 2017
22.	Publisher Contract	Indians Baseball Insider, LLC	<p>10271 Karaboo Trail Concord Twp, OH 44077</p> <p>Indians Baseball Insider, LLC c/o Incorp Services, Inc. 9435 Waterstone Blvd., Ste. 140 Cincinnati, OH 45249</p>	February 13, 2017
23.	Publisher Contract	Irish Illustrated LLC	Attn: Jack Freeman 20353 Garnet Drive South Bend, IN 46614	February 13, 2017
24.	Vendor Agreement	James Manry	421 Jefferson Circle NE Atlanta, GA 30328	February 13, 2017
25.	Publisher Contract (Virginia)	Jason Stamm	506 Craig St. Christianburg, VA 24073	February 13, 2017

	Tech)			
26.	Employee Offer Letter	Jay Torrell	1632 10 th Avenue West Seattle, WA 98119	February 13, 2017
27.	Publisher Contract	Jensen Sports Media, LLC	Attn: Chad N. Jensen 5641 Poppy Circle Stansbury Park, UT 84074	February 13, 2017
28.	Publisher Contract	Jets Insider.com Ltd.	223 Wall Street, Suite 200 Huntington, NY 11743	February 13, 2017
29.	Employee Offer Letter	Joel Cox	3053 W. 132 nd Terrace Leawood, KS 66209	February 13, 2017
30.	Employee Offer Letter	John DeFrance	1491 Pinetree Trail Eagan, MN 55122	February 13, 2017
31.	Employee Offer Letter	John Huffman	5615 Evergreen Loop SE Auburn, WA 98092	February 13, 2017
32.	Employee Offer Letter	Jonathan Jacobino	3 North 3 rd Street Courtland Manor, NY 10567	February 13, 2017
33.	Employee Offer Letter	Jonathan Kahn	27-10 Astoria Blvd Apt 5D Astoria, NY 11102	February 13, 2017
34.	Vendor Agreement	Jonathan Levine	8228 Fountain Ave. Suite 4 West Hollywood, CA 90046	February 13, 2017
35.	Employee Offer Letter	Kevin E. Zanker	13616 Heather HLS Dr. Burnsville, MN 55337	February 13, 2017
36.	Website Purchase Agreement	Lavaca Outdoors, LLC	700 Lavaca Suite 1300 Austin, TX 78701 DuBois Bryant & Campbell Attn: Seth E. Meisel, Esq. 303 Colorado, Suite 2300 Austin, TX 78701 Lavaca Outdoors, LLC 303 Colorado St. Suite 2300 Austin, TX 78701	February 13, 2017
37.	Employee Offer Letter	Matt Puckett	2207 Longhorn Lane Buffalo, MN 55313	February 13, 2017

38.	Employee Offer Letter	Melissa Lockard	913 Moon Ct. Lafayette, CA 94549	February 13, 2017
39.	Employee Offer Letter	Michael A. Olson	1620 209 th PL NE Sammamish, WA 98074	February 13, 2017
40.	Employee Offer Letter	Michael H. Gregoire	3350 W. Twain Ct. Anthem, AZ 85086	February 13, 2017
41.	Service Agreement	Microsoft Licensing GP Lockbox 842467	1950 N. Stemmons Fwy. Suite 5010 Dallas, TX 75207 Microsoft Licensing GP c/o Microsoft Corporation Corporation Service Company 2711 Centerville Rd., Suite 400 Wilmington, DE 19801	February 13, 2017
42.	Employee Offer Letter	Monika Samek	2702 NE 21 st Street Renton, WA 98056	February 13, 2017
43.	Publisher Contract (Missouri Tigers)	Nathan Latsch	517 Treetop Village Dr. Ballwin, MO 63021	February 13, 2017
44.	Service Agreement	Outbrain, Inc.	39 W. 13 th Street, 3 rd Floor New York, NY 10011	February 13, 2017
45.	Employment Contract Dated May 30, 2016	Peter Ruprecht	511 6 th Avenue #220 New York, NY 10011	February 13, 2017
46.	Advertising Contract	Premiere Networks, Inc.	P.O. Box 98849 Chicago, IL 60693	February 13, 2017
47.	Publisher Contract	Robert Carr, Jr.	1501 Secret Ravine Pkwy Roseville, CA 95661	February 13, 2017
48.	Vendor Agreement	RPM, Inc.	6665 W. HWY 13 Savage, MN 55378	February 13, 2017
49.	Publisher Contract (Colorado State)	Ryan Krous	3324 Pepperwood Ln. Fort Collins, CO 80525	February 13, 2017
50.	Employee Offer Letter	Shawn Patrick Nustad	1506 Holdridge Terrace Wayzata, MN 55391	February 13, 2017
51.	Employee Offer Letter	Spencer Winding	518 Gregory Avenue, Unit C214 Weehawken, NJ 07086	February 13, 2017

52.	Employee Offer Letter	Steve Scott Kennedy	765 Sturges Way Alpharetta, GA 30022	February 13, 2017
53.	Employee Offer Letter	Tracy E. Pierson	2576 Featherwood St. Westlake Village, CA 91362	February 13, 2017
54.	Hosting Contract	Twitter, Inc.	Attn: Michael Buse 1355 Market Street Suite 900 San Francisco, CA 94103 Blakeley LLP Attn: Crispin Labayan Collins, Esq. 18500 Von Karman Ave, Suite 530 Irvine, California 92612 c/o Incorporating Services, Ltd. 3500 S. DuPont Hwy. Dover, DE 19901	February 13, 2017
55.	Hosting Contract	USA Today/ US Presswire, LLC	1230 Peachtree St. NE Suite 1900 Atlanta, GA 30309 c/o CT Corporation System 1200 South Pine Island Road Plantation, FL 33324	February 13, 2017

Exhibit 2

The Leases

	DESCRIPTION OF DESIGNATED LEASE	COUNTERPARTY TO DESIGNATED LEASE	ADDRESS OF COUNTERPARTY TO DESIGNATED LEASE	REJECTION DATE
1.	Real Estate Lease	Contra Media Group LLC	Attn: Steve Mass 122 West 26 th St. 5 th Floor New York, NY 10007	February 28, 2017
2.	Real Estate Lease	JMM Properties, LLC	Attn: Tom Mason 14701 Rocksborough Rd. Minnetonka, MN 53345	February 28, 2017
3.	Real Estate Lease	Magoon Enterprises	8451 SE 68 th Street, STE 200 Mercer Island, WA 98040 Stokes Lawrence, P.S. Attn: Michael R. Garner 1420 Fifth Avenue, Suite 3000 Seattle, WA 98101 c/o SEL, Inc. 1420 Fifth Avenue, Suite 3000 Seattle, WA 98101 Attn: Karen Stephens 130 Nickerson Street Suite 207 Seattle, WA 98109	February 28, 2017
4.	Real Estate Lease	SH Real Estate, LLC	900 HWY 169 N., Suite 100 NE Hope, MN 55428 Attn: James Thomas Manager/Registered Agent 1314 Westridge Rd. New Elm, MN 56073	February 28, 2017
5.	Real Estate Lease	SH Whitewater, LLC	900 HWY 169 N., Suite 100 NE Hope, MN 55428	February 28, 2017

			<p>Attn: James Thomas Registered Agent 1314 Westridge Rd. New Elm, MN 56073</p> <p>Savitt Bruce & Wiley LLP Attn: Stephen C. Wiley, Esq. 1425 Fourth Avenue, Suite 800 Seattle, WA 9801-2272</p> <p>Dunn Carney Allen Higgins & Tongue Attn: John H. Chambers, Esq. 851 SW Sixth Avenue, Suite 1500 Portland, OR 97204-1357</p> <p>Gialson & Hunter, LLP Attn: Daniel A. Beckman, Esq. Golden Hills Office Ctr. 701 Xenia Ave., S., #500 Minneapolis, MN 55416</p>	
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